

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

**IN RE: REALPAGE, INC., RENTAL
SOFTWARE ANTITRUST LITIGATION
(NO. II)**

Case No. **3:23-md-03071**
MDL No. 3071

Chief Judge Waverly D. Crenshaw, Jr.

THIS DOCUMENT RELATES TO:
3:23-cv-00378
3:23-cv-00979

**DEFENDANT CONAM MANAGEMENT CORPORATION'S ANSWER AND
AFFIRMATIVE AND OTHER DEFENSES TO PLAINTIFFS'
SECOND AMENDED CONSOLIDATED CLASS ACTION COMPLAINT**

Defendant ConAm Management Corporation (“ConAm”), by and through its undersigned counsel, hereby answers the Second Amended Consolidated Class Action Complaint, ECF No. 530, (the “Complaint”).¹

To the extent the first unnumbered paragraph of the Complaint, the headings therein, the exhibits or addenda attached thereto, or the prayer for relief require a response, ConAm denies the allegations contained therein. Except as specifically admitted, ConAm denies the allegations in the Complaint. To the extent the Complaint purports to rely on documents or statements, ConAm refers to the documents or statements themselves for their full content and context. ConAm has not attempted to verify the accuracy of the quotations or that the documents or statements exist and denies the allegations to the extent the quotations are incomplete, inaccurate, or misleading, or to the extent the underlying documents or statements do not exist. ConAm’s use of the Complaint’s defined terms is solely for the Court’s convenience, and ConAm denies that the Complaint has defined these terms appropriately. ConAm is without knowledge or information concerning the authenticity of purported statements by unidentified witnesses contained in the Complaint, and on that basis denies each and every allegation containing such purported statements.

On those occasions in the Complaint when Plaintiffs make allegations against all Defendants, unless otherwise noted in this Answer, ConAm answers for itself only, and any allegations directed against other Defendants will be denied. ConAm incorporates this statement

¹ Nancy Alexander, who was a named plaintiff in the Complaint, was voluntarily dismissed on December 21, 2023. ECF No. 682. Joshua Kabisch, who is a named plaintiff in the Complaint, voluntarily dismissed ConAm on January 31, 2024. ECF No. 713. The Court has dismissed Selena Vincin’s class action claims. ECF No. 691.

by reference into its response to any paragraph in the Complaint that makes allegations against Defendants collectively.

With respect to the allegations in the numbered paragraphs of the Complaint, ConAm responds as follows:

1. ConAm denies the allegations contained in paragraph 1 of the Complaint.
2. ConAm denies the allegations contained in paragraph 2 of the Complaint, except admits that it uses certain RealPage revenue management software for certain units.
3. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding unidentified and aggregated Defendants' business operations contained in the first and second sentences of paragraph 3 of the Complaint. ConAm denies the remaining allegations contained in paragraph 3 of the Complaint.
4. To the extent the allegations contained in the last sentence of paragraph 4 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 4 of the Complaint.
5. To the extent the allegations contained in paragraph 5 of the Complaint purport to rely on RealPage's 2020 10-K Annual Report, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 5 of the Complaint.
6. ConAm denies the allegations contained in paragraph 6 of the Complaint.
7. To the extent the allegations contained in paragraph 7 of the Complaint purport to rely on RealPage's website or statements, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 7 of the Complaint.
8. To the extent the allegations contained in paragraph 8 of the Complaint purport to rely on *Interstate Circuit, Inc. v. United States*, 306 U.S. 208 (1939), ConAm refers to that source

for its content and context. ConAm otherwise denies the allegations contained in paragraph 8 of the Complaint.

9. To the extent the allegations contained in paragraph 9 of the Complaint purport to rely on RealPage's website or e-book, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 9 of the Complaint.

10. To the extent the allegations contained in paragraph 10 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 10 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding BH's pricing decisions.

11. To the extent the allegations contained in paragraph 11 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 11 of the Complaint.

12. ConAm denies the allegations contained in paragraph 12 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding what unidentified witnesses stated in interviews.

13. ConAm denies the allegations contained in paragraph 13 of the Complaint.

14. ConAm admits that RealPage has charged fees for the use of its offerings. ConAm denies all other allegations contained in Paragraph 14 of the Complaint.

15. To the extent the allegations contained in paragraph 15 of the Complaint purport to rely on Independence Realty Trust Inc.'s Q2 2023 earnings call, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 15 of the Complaint.

16. To the extent the allegations contained in the first sentence of paragraph 16 of the Complaint purport to rely on the ProPublica article, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 16 of the Complaint.

17. To the extent the allegations contained in paragraph 17 of the Complaint purport to rely on RealPage's website or statements, ConAm refers to those sources for their content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 17 of the Complaint. ConAm denies the remaining allegations contained in paragraph 17 of the Complaint

18. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint concerning unidentified RMS users and other defendants. ConAm otherwise denies the allegations contained in paragraph 18 of the Complaint.

19. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint. ConAm otherwise denies the allegations contained in paragraph 19 of the Complaint.

20. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint. To the extent the allegations contained in paragraph 20 of the Complaint purport to rely on the National Apartment Association's website, ConAm refers to that source for its content and context. ConAm otherwise denies the remaining allegations contained in paragraph 20 of the Complaint.

21. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint, including Figure 1.

22. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 22 of the Complaint. ConAm denies the remaining allegations contained in paragraph 22 of the Complaint, including Figure 2.

23. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint, except denies the allegations contained in third sentence of paragraph 23 of the Complaint.

24. To the extent the allegations contained in paragraph 24 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations regarding contained in paragraph 24 of the Complaint.

25. ConAm denies the allegations contained in paragraph 25 of the Complaint.

26. To the extent the allegations contained in paragraph 26 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint.

27. To the extent the allegations contained in paragraph 27 of the Complaint purport to rely on the cited sources, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint.

28. To the extent the allegations contained in paragraph 28 of the Complaint purport to rely on the 2017 Business Wire press release, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint.

29. ConAm denies that it participated in any collusion and is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 29 of the Complaint.

30. ConAm denies the allegations contained in paragraph 30 of the Complaint.

31. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding purported witness statements and Pinnacle contained in paragraph 31 of the Complaint. ConAm denies the remaining allegations contained in paragraph 31 of the Complaint.

32. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding unidentified residential property owners and managers contained in paragraph 32 of the Complaint. ConAm denies the remaining allegations contained in paragraph 32 of the Complaint.

33. To the extent the allegations contained in paragraph 33 of the Complaint purport to rely on RealPage's 2017 Q4 Earnings Call and/or the ProPublica article, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint.

34. ConAm denies the allegations contained in paragraph 34 of the Complaint, including Figure 3 and Figure 4.

35. To the extent the allegations contained in paragraph 35 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 35 of the Complaint.

36. To the extent the allegations contained in paragraph 36 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding an unidentified purported witness contained in paragraph 36 of the Complaint. ConAm otherwise denies allegations contained in paragraph 36 of the Complaint.

37. To the extent the allegations contained in paragraph 37 of the Complaint rely on RealPage's website and/or the 2009 Multifamily Executive article, ConAm refers to those source for their content and context. ConAm otherwise denies the allegations contained in paragraph 37 of the Complaint.

38. To the extent the allegations contained in paragraph 38 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm denies the allegations contained in the third sentence of paragraph 38 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 38 of the Complaint.

39. To the extent the allegations contained in paragraph 39 of the Complaint purport to rely on the National Apartment Association's website, ConAm refers to that source for its content and context. ConAm denies the allegations contained in the first and second sentences of paragraph 39 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 39 of the Complaint.

40. ConAm denies the allegations contained in paragraph 40 of the Complaint.

41. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint.

42. To the extent the allegations contained in paragraph 42 of the Complaint purport to rely on the DOJ's website and/or statements made by members of Congress, ConAm refers to those sources for their content and context. ConAm denies that it has engaged in any anticompetitive conduct. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 42 of the Complaint.

43. ConAm denies the allegations contained in paragraph 43 of the Complaint.

44. ConAm states that paragraph 44 of the Complaint contains legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 44 of the Complaint.

45. ConAm states that paragraph 45 of the Complaint contains legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 45 of the Complaint.

46. ConAm states that paragraph 46 of the Complaint contains legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 46 of the Complaint.

47. ConAm states that paragraph 47 of the Complaint contains legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 47 of the Complaint to the extent that they relate to ConAm.

48. ConAm states that paragraph 48 of the Complaint contains legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 48 of the Complaint.

49. ConAm states that paragraph 49 of the Complaint contains legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 49 of the Complaint.

50. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint.

51. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint.

52. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint.

53. Because the Court dismissed Nancy Alexander's claims, ECF No. 682, ConAm states that paragraph 53 of the Complaint contains allegations that have been dismissed and to which no response is required. To the extent a response is required, ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint.

54. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint.

55. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint.

56. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 56 of the Complaint. ConAm denies the allegations contained in the second sentence of paragraph 56 of the Complaint, except admits that in 2018 Mr. Amar-Hoover entered into a lease agreement for a unit at a property located at 4849 Florida Club Circle in Jacksonville, Florida, and has since renewed the lease each year

with different rents. ConAm denies the allegations contained in the third sentence of paragraph 56 of the Complaint, except admits that ConAm has provided property management services to the property located at 4849 Florida Club Circle since September 2019, and has used certain RealPage revenue management software for that property during that time. ConAm denies the remaining allegations contained in paragraph 56 of the Complaint.

57. Because Joshua Kabisch voluntarily dismissed ConAm, ECF No. 713, ConAm states that paragraph 57 of the Complaint contains allegations that have been dismissed as to ConAm and to which no response is required. To the extent a response is required, ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint.

58. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the Complaint.

59. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint.

60. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint.

61. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint, except admits that RealPage provides certain property management software products. To the extent the allegations contained in paragraph 61 of the Complaint purport to rely on RealPage's 2020 10-K, ConAm refers to that source for its content and context.

62. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint.

63. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint.

64. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint.

65. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint.

66. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint.

67. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint.

68. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint, except denies that it participated in any purported conspiracy.

69. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint.

70. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 70 of the Complaint, except denies that it participated in any purported conspiracy.

71. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint.

72. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint, except denies that it participated in any purported conspiracy.

73. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint.

74. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 74 of the Complaint, except denies that it participated in any purported conspiracy.

75. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint, except denies that it participated in any purported conspiracy.

76. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of the Complaint.

77. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 77 of the Complaint, except denies that it participated in any purported conspiracy.

78. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 78 of the Complaint, except denies that it participated in any purported conspiracy.

79. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 79 of the Complaint.

80. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of the Complaint, except denies that it participated in any purported conspiracy.

81. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 81 of the Complaint, except denies that it participated in any purported conspiracy.

82. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 82 of the Complaint.

83. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 83 of the Complaint, except denies that it participated in any purported conspiracy.

84. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 84 of the Complaint.

85. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 85 of the Complaint, except denies that it participated in any purported conspiracy.

86. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 86 of the Complaint, except denies that it participated in any purported conspiracy.

87. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 87 of the Complaint.

88. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 88 of the Complaint, except denies that it participated in any purported conspiracy.

89. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 89 of the Complaint, except denies that it participated in any purported conspiracy.

90. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 90 of the Complaint.

91. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 91 of the Complaint, except denies that it participated in any purported conspiracy.

92. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 92 of the Complaint, except denies that it participated in any purported conspiracy.

93. ConAm admits that ConAm Management Corporation is a California corporation with its headquarters in San Diego, California. ConAm admits that it operates in the following alleged submarkets: Atlanta, Austin, Dallas-Fort Worth, Denver, Jacksonville, Las Vegas, Los Angeles, Orlando, Phoenix, Portland, Sacramento, San Antonio, San Diego, Seattle, Tampa, and Tucson, but denies that any such geographic areas are relevant markets for purposes of Plaintiffs' claims. ConAm otherwise denies the allegations contained in paragraph 93 of the Complaint.

94. ConAm denies the allegations in the first sentence of paragraph 94 of the Complaint, except ConAm admits that it contracted with RealPage for the use of certain RealPage revenue management software. ConAm denies the remaining allegations contained in paragraph 94 of the Complaint, except admits that Zack Hollard is a Senior Revenue Manager at ConAm.

95. ConAm denies the allegations contained in paragraph 95 of the Complaint.

96. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 96 of the Complaint.

97. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of the Complaint, except denies that it participated in any purported conspiracy.

98. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 98 of the Complaint, except denies that it participated in any purported conspiracy.

99. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 99 of the Complaint.

100. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 100 of the Complaint, except denies that it participated in any purported conspiracy.

101. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 101 of the Complaint.

102. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 102 of the Complaint.

103. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 103 of the Complaint, except denies that it participated in any purported conspiracy.

104. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 104 of the Complaint, except denies that it participated in any purported conspiracy.

105. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 105 of the Complaint.

106. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 106 of the Complaint, except denies that it participated in any purported conspiracy.

107. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 107 of the Complaint, except denies that it participated in any purported conspiracy.

108. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 108 of the Complaint.

109. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 109 of the Complaint, except denies that it participated in any purported conspiracy.

110. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 110 of the Complaint, except denies that it participated in any purported conspiracy.

111. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 111 of the Complaint.

112. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 112 of the Complaint, except denies that it participated in any purported conspiracy.

113. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 113 of the Complaint, except denies that it participated in any purported conspiracy.

114. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 114 of the Complaint.

115. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 115 of the Complaint, except denies that it participated in any purported conspiracy.

116. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 116 of the Complaint, except denies that it participated in any purported conspiracy.

117. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 117 of the Complaint.

118. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 118 of the Complaint, except denies that it participated in any purported conspiracy.

119. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 119 of the Complaint, except denies that it participated in any purported conspiracy.

120. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 120 of the Complaint, except denies that it participated in any purported conspiracy.

121. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 121 of the Complaint, except denies that it participated in any purported conspiracy.

122. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 122 of the Complaint, except denies that it participated in any purported conspiracy.

123. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 123 of the Complaint.

124. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 124 of the Complaint, except denies that it participated in any purported conspiracy.

125. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 125 of the Complaint, except denies that it participated in any purported conspiracy.

126. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 126 of the Complaint.

127. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 127 of the Complaint, except denies that it participated in any purported conspiracy.

128. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 128 of the Complaint, except denies that it participated in any purported conspiracy.

129. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 129 of the Complaint.

130. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 130 of the Complaint, except denies that it participated in any purported conspiracy.

131. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 131 of the Complaint, except denies that it participated in any purported conspiracy.

132. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 132 of the Complaint.

133. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 133 of the Complaint, except denies that it participated in any purported conspiracy.

134. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 134 of the Complaint, except denies that it participated in any purported conspiracy.

135. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 135 of the Complaint.

136. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 136 of the Complaint, except denies that it participated in any purported conspiracy.

137. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 137 of the Complaint, except denies that it participated in any purported conspiracy.

138. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 138 of the Complaint.

139. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 139 of the Complaint, except denies that it participated in any purported conspiracy.

140. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 140 of the Complaint, except denies that it participated in any purported conspiracy.

141. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 141 of the Complaint.

142. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 142 of the Complaint, except denies that it participated in any purported conspiracy.

143. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 143 of the Complaint, except denies that it participated in any purported conspiracy.

144. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 144 of the Complaint, except denies that it participated in any purported conspiracy.

145. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 145 of the Complaint, except denies that it participated in any purported conspiracy.

146. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 146 of the Complaint, except denies that it participated in any purported conspiracy.

147. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 147 of the Complaint.

148. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 148 of the Complaint, except denies that it participated in any purported conspiracy.

149. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 149 of the Complaint, except denies that it participated in any purported conspiracy.

150. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 150 of the Complaint.

151. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 151 of the Complaint, except denies that it participated in any purported conspiracy.

152. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 152 of the Complaint, except denies that it participated in any purported conspiracy.

153. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 153 of the Complaint.

154. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 154 of the Complaint, except denies that it participated in any purported conspiracy.

155. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 155 of the Complaint, except denies that it participated in any purported conspiracy.

156. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 156 of the Complaint.

157. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 157 of the Complaint, except denies that it participated in any purported conspiracy.

158. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 158 of the Complaint, except denies that it participated in any purported conspiracy.

159. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 159 of the Complaint.

160. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 160 of the Complaint, except denies that it participated in any purported conspiracy.

161. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 161 of the Complaint, except denies that it participated in any purported conspiracy.

162. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 162 of the Complaint.

163. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 163 of the Complaint, except denies that it participated in any purported conspiracy.

164. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 164 of the Complaint, except denies that it participated in any purported conspiracy.

165. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 165 of the Complaint.

166. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 166 of the Complaint, except denies that it participated in any purported conspiracy.

167. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 167 of the Complaint, except denies that it participated in any purported conspiracy.

168. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 168 of the Complaint.

169. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 169 of the Complaint, except denies that it participated in any purported conspiracy.

170. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 170 of the Complaint, except denies that it participated in any purported conspiracy.

171. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 171 of the Complaint.

172. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 172 of the Complaint, except denies that it participated in any purported conspiracy.

173. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 173 of the Complaint, except denies that it participated in any purported conspiracy.

174. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 174 of the Complaint.

175. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 175 of the Complaint, except denies that it participated in any purported conspiracy.

176. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 176 of the Complaint, except denies that it participated in any purported conspiracy.

177. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 177 of the Complaint.

178. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 178 of the Complaint, except denies that it participated in any purported conspiracy.

179. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 179 of the Complaint, except denies that it participated in any purported conspiracy.

180. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 180 of the Complaint.

181. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 181 of the Complaint, except denies that it participated in any purported conspiracy.

182. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 182 of the Complaint.

183. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 183 of the Complaint, except denies that it participated in any purported conspiracy.

184. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 184 of the Complaint, except denies that it participated in any purported conspiracy.

185. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 185 of the Complaint.

186. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 186 of the Complaint, except denies that it participated in any purported conspiracy.

187. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 187 of the Complaint.

188. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 188 of the Complaint, except denies that it participated in any purported conspiracy.

189. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 189 of the Complaint.

190. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 190 of the Complaint, except denies that it participated in any purported conspiracy.

191. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 191 of the Complaint, except denies that it participated in any purported conspiracy.

192. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 192 of the Complaint.

193. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 193 of the Complaint, except denies that it participated in any purported conspiracy.

194. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 194 of the Complaint.

195. ConAm denies the allegations contained in paragraph 195 of the Complaint.

196. To the extent paragraph 196 of the Complaint purports to provide definitions of terms used in the Complaint, ConAm denies that the definitions, terminology, or descriptions in paragraph 196 of the Complaint are either accurate or complete. ConAm otherwise denies the allegations contained in paragraph 196 of the Complaint.

197. To the extent that paragraph 197 of the Complaint purports to provide definitions of terms used in the Complaint, ConAm denies that the definitions, terminology, or descriptions in paragraph 197 of the Complaint are either accurate or complete. ConAm otherwise denies the allegations contained in paragraph 197 of the Complaint, including in Appendix A, Table A-1.

198. To the extent that paragraph 198 of the Complaint purports to provide definitions of terms used in the Complaint, ConAm denies that the definitions, terminology, or descriptions in paragraph 198 of the Complaint are either accurate or complete. ConAm otherwise denies the allegations contained in paragraph 198 of the Complaint, including in Appendix A, Table A-2.

199. To the extent that paragraph 199 of the Complaint purports to provide definitions of terms used in the Complaint, ConAm denies that the definitions, terminology, or descriptions in paragraph 199 of the Complaint are either accurate or complete. ConAm otherwise denies the remaining allegations contained in paragraph 199 of the Complaint.

200. ConAm denies the allegations contained in paragraph 200 of the Complaint.

201. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 201 of the Complaint, except denies that it participated in any purported conspiracy.

202. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 202 of the Complaint.

203. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 203 of the Complaint.

204. To the extent the allegations contained in paragraph 204 of the Complaint purport to rely on a 2020 Davidoff blog post, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 204 of the Complaint.

205. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 205 of the Complaint, except denies that it participated in any purported conspiracy.

206. To the extent the allegations contained in paragraph 206 of the Complaint purport to rely on the 2009 Bousquin article and/or the 2011 New York Times article, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 206 of the Complaint.

207. ConAm denies the allegations contained in the first and second sentences of paragraph 207 of the Complaint. To the extent the allegations contained in paragraph 207 of the Complaint purport to rely on the NAA article, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 207 of the Complaint.

208. ConAm denies the allegations contained in the third sentence of paragraph 208 of the Complaint. To the extent the allegations contained in paragraph 208 of the Complaint purport to rely on RealPage's 2020 10-K, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 208 of the Complaint.

209. To the extent the allegations contained in paragraph 209 of the Complaint purport to rely on RealPage's website and the ProPublica article, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 209 of the Complaint.

210. To the extent the allegations contained in paragraph 210 of the Complaint purport to rely on the DOJ's website and/or the ProPublica article, ConAm refers to those sources for their content and context. ConAm denies the allegations contained in the last sentence of paragraph 210 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 210 of the Complaint.

211. To the extent the allegations contained in paragraph 211 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm denies the allegations contained in the first sentence of paragraph 211 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 211 of the Complaint.

212. ConAm denies the allegations contained in paragraph 212 of the Complaint.

213. ConAm denies the allegations contained in the first sentence of paragraph 213 of the Complaint. To the extent the allegations contained in paragraph 213 of the Complaint purport to rely on RealPage's public filings, ConAm refers to those sources for their content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 213 of the Complaint.

214. To the extent the allegations contained in paragraph 214 of the Complaint purport to rely on the 2017 Multifamily Executive article, ConAm refers to that source for its content and

context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 214 of the Complaint.

215. To the extent the allegations contained in paragraph 215 of the Complaint purport to rely on the 2013 Newswire article and/or the ProPublica article, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 215 of the Complaint.

216. ConAm denies the allegations contained in the last sentence of paragraph 216 of the Complaint. To the extent the allegations contained in paragraph 216 of the Complaint purport to rely on RealPage's website and/or RealPage's March 21, 2017 10-Q, ConAm refers to those sources for their content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 216 of the Complaint.

217. To the extent the allegations contained in paragraph 217 of the Complaint purport to rely on the ProPublica article, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 217 of the Complaint.

218. To the extent the allegations contained in paragraph 218 of the Complaint purport to rely on statements made by members of Congress and/or the transcript of a RealPage Investor Conference, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 218 of the Complaint.

219. ConAm denies the allegations contained in the first sentence of paragraph 219 of the Complaint. To the extent the allegations contained in paragraph 219 of the Complaint purport

to rely on an agreement between AvalonBay and RealPage, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 219 of the Complaint.

220. To the extent the allegations contained in paragraph 220 of the Complaint purport to rely on an agreement between AvalonBay and RealPage, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 220 of the Complaint.

221. To the extent the allegations contained in paragraph 221 of the Complaint purport to rely on articles, RealPage's Q4 2018 Earnings Call and/or RealPage's website, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 221 of the Complaint.

222. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 222 of the Complaint.

223. To the extent the allegations contained in paragraph 223 of the Complaint purport to rely on the 2017 Rainmaker Terms of Service, ConAm refers to that source for its content and context. ConAm otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 223 of the Complaint.

224. ConAm denies the allegations contained in the first sentence of paragraph 224 of the Complaint. To the extent the allegations contained in paragraph 224 of the Complaint purport to rely on RealPage's website and/or RealPage's 2020 Form 10-K, ConAm refers to those sources for their content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 224 of the Complaint.

225. To the extent the allegations contained in paragraph 225 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 225 of the Complaint, except denies that it participated in any purported conspiracy.

226. ConAm denies the allegations contained in the second sentence of paragraph 226 of the Complaint. To the extent the allegations contained in paragraph 226 of the Complaint purport to rely on RealPage's website, including Figure 6, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 226 of the Complaint.

227. ConAm denies the allegations contained in paragraph 227 of the Complaint.

228. To the extent the allegations contained in paragraph 228 of the Complaint purport to rely on the 2000 DOJ and FTC's Antitrust Guidelines for Collaboration Among Competitors, ConAm refers to that source for its content and context. ConAm states that the allegations contained in paragraph 228 purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 228 of the Complaint.

229. To the extent the allegations contained in paragraph 229 of the Complaint purport to rely on a public statement from 2017 by then FTC Chairman Maureen Ohlhausen, ConAm refers to that source for its content and context. ConAm states that the allegations contained in paragraph 229 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 229 of the Complaint.

230. ConAm denies the allegations contained in paragraph 230 of the Complaint. To the extent the allegations contained in paragraph 230 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context.

231. ConAm denies the allegations contained in paragraph 231 of the Complaint.

232. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding an unidentified purported witness contained in paragraph 232 of the Complaint. ConAm otherwise denies the allegations contained in paragraph 232 of the Complaint.

233. To the extent the allegations contained in paragraph 233 of the Complaint purport to rely on Hudgins's 2011 New York Times article, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 233 of the Complaint.

234. ConAm denies the allegations contained in the last sentence of paragraph 234 of the Complaint. To the extent the allegations contained in paragraph 234 of the Complaint purport to rely on the 2005 Multifamily Executive article and/or the RealPage website, ConAm refers to those sources for their content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 234 of the Complaint.

235. To the extent the allegations contained in paragraph 235 of the Complaint purport to rely on the Multifamily Executive article and/or the ProPublica article, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 235 of the Complaint.

236. To the extent the allegations contained in paragraph 236 of the Complaint purport to rely on RealPage's Q2 2018 Earnings Call, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 236 of the Complaint.

237. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 237 of the Complaint.

238. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 238 of the Complaint.

239. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 239 of the Complaint.

240. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 240 of the Complaint.

241. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 241 of the Complaint.

242. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 242 of the Complaint.

243. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 243 of the Complaint.

244. ConAm denies the allegations contained in paragraph 244 of the Complaint.

245. ConAm denies the allegations contained in the first sentence of paragraph 245 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 245 of the Complaint.

246. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 246 of the Complaint.

247. To the extent the allegations contained in paragraph 247 of the Complaint rely on the 2017 Rainmaker Terms of Service, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 247 of the Complaint.

248. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 248 of the Complaint.

249. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 249 of the Complaint.

250. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 250 of the Complaint.

251. ConAm denies the allegations contained in the last sentence of paragraph 251 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 251 of the Complaint.

252. ConAm denies the allegations contained in the first sentence of paragraph 252 of the Complaint. To the extent the allegations contained in paragraph 252 of the Complaint purport to rely on the 2009 Bousquin article, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 252 of the Complaint.

253. To the extent the allegations contained in paragraph 253 of the Complaint purport to rely on RealPage's e-book and/or website, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 253 of the Complaint.

254. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 254 of the Complaint.

255. To the extent the allegations contained in paragraph 255 of the Complaint purport to rely on RealPage's training materials, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 255 of the Complaint.

256. To the extent the allegations contained in paragraph 256 of the Complaint purport to rely on RealPage materials, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 256 of the Complaint.

257. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 257 of the Complaint.

258. To the extent the allegations contained in paragraph 258 of the Complaint purport to rely on RealPage materials, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 258 of the Complaint.

259. To the extent the allegations contained in paragraph 259 of the Complaint purport to rely on RealPage materials, ConAm refers to those sources for their content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding an unidentified purported witness contained in paragraph 259 of the Complaint. ConAm denies the remaining allegations contained in paragraph 259 of the Complaint.

260. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 260 of the Complaint.

261. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 261 of the Complaint.

262. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 262 of the Complaint.

263. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 263 of the Complaint.

264. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 264 of the Complaint.

265. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 265 of the Complaint.

266. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 266 of the Complaint.

267. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 267 of the Complaint.

268. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 268 of the Complaint.

269. ConAm denies the allegations contained in the third sentence of paragraph 269 of the complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 269 of the Complaint.

270. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 270 of the Complaint.

271. To the extent the allegations contained in paragraph 271 of the Complaint purport to rely on RealPage materials, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 271 of the Complaint.

272. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 272 of the Complaint.

273. ConAm denies the allegations contained in the second sentence of paragraph 273 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 273 of the Complaint.

274. ConAm denies the allegations contained in paragraph 274 of the Complaint.

275. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 275 of the Complaint.

276. To the extent the allegations contained in paragraph 276 of the Complaint purport to rely on RealPage's 2020 10-K, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 276 of the Complaint.

277. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 277 of the Complaint.

278. To the extent the allegations contained in paragraph 278 of the Complaint purport to rely on the 2017 Rainmaker Terms of Service, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 278 of the Complaint.

279. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 279 of the Complaint.

280. ConAm denies the allegations contained in paragraph 280 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding the assignments that RealPage gives to its employees.

281. ConAm denies the allegations contained in paragraph 281 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding RealPage's assignment of and compensation for RealPage employees.

282. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 282 of the Complaint, excepts denies that it participated in any purported conspiracy.

283. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 283 of the Complaint.

284. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 284 of the Complaint.

285. To the extent the allegations contained in paragraph 285 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm denies the allegations contained in the second sentence of paragraph 285 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 285 of the Complaint.

286. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding an unidentified purported witness contained in paragraph 286 of the Complaint. ConAm otherwise denies the allegations contained in paragraph 286 of the Complaint.

287. ConAm denies the allegations contained in paragraph 287 of the Complaint.

288. To the extent the allegations contained in paragraph 288 of the Complaint purport to rely on RealPage materials, ConAm refers to that source for its content and context. ConAm denies the allegations contained in the last sentence of paragraph 288 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 288 of the Complaint.

289. ConAm denies the allegations contained in paragraph 289 of the Complaint.

290. To the extent the allegations contained in paragraph 290 of the Complaint purport to rely on the 2017 Rainmaker Terms of Service, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 290 of the Complaint.

291. To the extent the allegations contained in paragraph 291 of the Complaint purport to rely on RealPage's website and/or the 2020 Davidoff blog post, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 291 of the Complaint.

292. To the extent the allegations contained in paragraph 292 of the Complaint purport to rely on the 2007 YieldPro article and/or Camden's statements, ConAm refers to those sources for their content and context. ConAm otherwise denies the allegations contained in paragraph 292 of the Complaint.

293. ConAm denies the allegations contained in paragraph 293 of the Complaint.

294. To the extent the allegations contained in paragraph 294 of the Complaint purport to rely on the 2022 YieldPro article, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 294 of the Complaint.

295. To the extent the allegations contained in paragraph 295 of the Complaint purport to rely on the 2022 YieldPro article, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 295 of the Complaint.

296. ConAm denies the allegations contained in paragraph 296 of the Complaint, except admits that the Complaint purports to cite a 2012 Multifamily Executive article and purports to quote ConAm's former president.

297. To the extent the allegations contained in paragraph 297 of the Complaint purport to rely on RealPage's website and/or e-book, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 297 of the Complaint.

298. To the extent the allegations contained in paragraph 298 of the Complaint purport to rely on RealPage's website and/or the 2009 Hotel Online article and/or Hudgins's 2011 New York Times article, ConAm refers to those sources for their content and context. ConAm denies the allegations contained in the first sentence of paragraph 298 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 298 of the Complaint.

299. To the extent the allegations contained in paragraph 299 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 299 of the Complaint.

300. To the extent the allegations contained in paragraph 300 of the Complaint purport to rely on RealPage's training materials, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 300 of the Complaint.

301. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 301 of the Complaint.

302. To the extent the allegations contained in paragraph 302 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 302 of the Complaint.

303. To the extent the allegations contained in paragraph 303 of the Complaint purport to rely on RealPage's website and/or Mehra's article, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 303 of the Complaint, except denies that it participated in any purported conspiracy.

304. To the extent the allegations contained in paragraph 304 of the Complaint purport rely on the NAA's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 304 of the Complaint, except denies that it participated in any purported conspiracy.

305. To the extent the allegations contained in paragraph 305 of the Complaint purport to rely on the ProPublica article, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 305 of the Complaint, except denies that it participated in any purported conspiracy.

306. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 306 of the Complaint.

307. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 307 of the Complaint.

308. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 308 of the Complaint.

309. To the extent the allegations contained in paragraph 309 of the Complaint purport to rely on the ProPublica article, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 309 of the Complaint.

310. To the extent the allegations contained in paragraph 310 of the Complaint purport to rely on the 2009 Bousquin article, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 310 of the Complaint, except denies that it participated in any purported conspiracy.

311. ConAm denies the allegations contained in paragraph 311 of the Complaint.

312. ConAm denies the allegations contained in paragraph 312 of the Complaint.

313. ConAm denies the allegations contained in paragraph 313 of the Complaint.

314. To the extent the allegations contained in paragraph 314 of the Complaint purport to rely on TAA's publications, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 314 of the Complaint.

315. To the extent the allegations contained in paragraph 315 of the Complaint purport to rely on the TAA publication and/or the transcript of hearing testimony in *Texas Apartment Ass'n v. U.S.*, No. A-86-CA-511 (W.D. Tex. Dec. 21, 1987), ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 315 of the Complaint.

316. To the extent the allegations contained in paragraph 316 of the Complaint purport to rely on the transcript of hearing testimony in *Texas Apartment Ass'n v. U.S.*, No. A-86-CA-511 (W.D. Tex. Dec. 21, 1987), ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 316 of the Complaint, except denies that it participated in any purported conspiracy.

317. To the extent the allegations contained in paragraph 317 of the Complaint purport to rely on the TAA publications and/or related educational materials, ConAm refers to those sources for their content and context. ConAm denies the allegations contained in the fourth sentence of paragraph 317 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 317 of the Complaint.

318. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 318 of the Complaint.

319. To the extent the allegations contained in paragraph 319 of the Complaint purport to rely on TAA's website and/or the Warren article, ConAm refers to those sources for their content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 319 of the Complaint.

320. ConAm denies the allegations contained in the third sentence of paragraph 320 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 320 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 320 of the Complaint.

321. To the extent the allegations contained in paragraph 321 of the Complaint purport to rely on the NAA's Policies & Procedures Handbook, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 321 of the Complaint.

322. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 322 of the Complaint.

323. To the extent the allegations contained in paragraph 323 of the Complaint purport to rely on the NAA's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 323 of the Complaint.

324. ConAm states that the allegations contained in paragraph 324 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 324 of the Complaint.

325. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 325 of the Complaint, except to the extent the allegations refer to Mr. Weaver's lease agreements ConAm refers to the applicable defense filings for their context and contents.

326. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 326 of the Complaint, except to the extent the allegations refer to Mr. Weaver's lease agreements ConAm refers to the applicable defense filings for their context and contents.

327. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 327 of the Complaint, except to the extent the

allegations refer to Mr. Weaver's lease agreements ConAm refers to the applicable defense filings for their context and contents.

328. ConAm states that the allegations contained in paragraph 328 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 328 of the Complaint and refers to the applicable defense filings for their context and contents

329. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 329 of the Complaint, except to the extent the allegations refer to Mr. Watters' lease agreements ConAm refers to the applicable defense filings for their content and context.

330. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 330 of the Complaint, except to the extent the allegations refer to Mr. Watters' lease agreements ConAm refers to the applicable defense filings for their content and context.

331. ConAm denies the allegations contained in the first and third sentences of paragraph 331 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 331 of the Complaint.

332. ConAm denies the allegations contained in paragraph 332 of the Complaint.

333. To the extent the allegations contained in paragraph 333 of the Complaint purport to rely on the ProPublica article, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 333 of the Complaint.

334. To the extent the allegations contained in paragraph 334 of the Complaint purport to rely on Zillow's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 334 of the Complaint, including Figure 9.

335. To the extent the allegations contained in paragraph 335 of the Complaint purport to rely on Zillow's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 335 of the Complaint, including Figure 10.

336. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 336 of the Complaint.

337. ConAm denies the allegations contained in paragraph 337 of the Complaint.

338. ConAm denies the allegations contained in paragraph 338 of the Complaint.

339. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 339 of the Complaint.

340. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants named in paragraph 340 of the Complaint. ConAm admits that it operates in the alleged Atlanta submarket, but denies that Plaintiffs have properly alleged a relevant market in paragraph 340 of the Complaint.

341. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 341 of the Complaint.

342. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants named in paragraph 342 of the Complaint.

ConAm admits that it operates in the alleged Dallas submarket, but denies that Plaintiffs have properly alleged a relevant market in paragraph 342 of the Complaint.

343. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants in paragraph 343 of the Complaint. ConAm admits that it operates in the alleged Denver submarket, but denies that Plaintiffs have properly alleged a relevant market in paragraph 343 of the Complaint.

344. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 344 of the Complaint.

345. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 345 of the Complaint.

346. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding the other entities named in paragraph 346 of the Complaint. ConAm admits that it operates in the alleged Portland submarket, but denies that Plaintiffs have properly alleged a relevant market in paragraph 346 of the Complaint.

347. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 347 of the Complaint.

348. ConAm denies the characterization of pricing data contained in paragraph 348 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 348 of the Complaint, including in Figures 20-28.

349. ConAm denies the allegations contained in paragraph 349 of the Complaint.

350. ConAm denies the allegations contained in paragraph 350 of the Complaint.

351. ConAm denies the allegations contained in paragraph 351 of the Complaint, except admits that a regression analysis is a statistical tool that attempts to examine the relationship between two or more variables.

352. ConAm denies the characterization of the preliminary regression analyses contained in the first sentence of paragraph 352 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 352 of the Complaint.

353. ConAm denies the characterization of Figure 29 contained in paragraph 353 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 353 of the Complaint.

354. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 354 of the Complaint.

355. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 355 of the Complaint, except denies that it participated in any purported conspiracy.

356. ConAm denies the characterization of the data contained in paragraph 356 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph 356 of the Complaint.

357. ConAm denies the characterization of the data contained in paragraph 357 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph 357 of the Complaint.

358. ConAm denies the characterization of the data contained in paragraph 358 of the Complaint, including without limitation the last sentence. ConAm is without knowledge or

information sufficient to form a belief as to the remaining allegations contained in paragraph 358 of the Complaint.

359. ConAm denies the characterization of the data contained in paragraph 359 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph 359 of the Complaint.

360. ConAm denies the characterization of the data contained in paragraph 360 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph 360 of the Complaint.

361. ConAm denies the characterization of the data contained in paragraph 361 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph 361 of the Complaint.

362. ConAm denies the characterization of the data contained in paragraph 362 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph 362 of the Complaint.

363. ConAm denies the characterization of the data contained in paragraph 363 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph 363 of the Complaint.

364. ConAm denies the characterization of the data contained in paragraph 364 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the remaining allegations contained in paragraph 364 of the Complaint.

365. ConAm denies the allegations contained in paragraph 365 of the Complaint.

366. To the extent the allegations contained in paragraph 366 of the Complaint purport to rely on the Kovacic article, ConAm refers to that source for its content and context. ConAm

states that the allegations contained in paragraph 366 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 366 of the Complaint.

367. ConAm states that the allegations contained in paragraph 367 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 367 of the Complaint.

368. To the extent the allegations contained in paragraph 368 of the Complaint purport to rely on RealPage's website and/or its 2020 10-K, ConAm refers to those sources for their content and context. ConAm states that the allegations contained in paragraph 368 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 368 of the Complaint.

369. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 369 of the Complaint.

370. ConAm denies the allegations contained in paragraph 370 of the Complaint.

371. ConAm denies the allegations contained in paragraph 371 of the Complaint.

372. ConAm denies the allegations contained in the second sentence of paragraph 372 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 372 of the Complaint.

373. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 373 of the Complaint.

374. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 374 of the Complaint, except denies that it participated in any purported conspiracy.

375. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 375 of the Complaint, except denies that it participated in any purported conspiracy.

376. ConAm denies the allegations contained in the second sentence of paragraph 376 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 376 of the Complaint.

377. ConAm lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 377 of the Complaint.

378. To the extent the allegations contained in paragraph 378 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 378.

379. To the extent the allegations contained in paragraph 379 of the Complaint purport to rely on RealPage's e-book, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 379 of the Complaint.

380. To the extent the allegations contained in first sentence of paragraph 380 of the Complaint purport to rely on Leslie's article, ConAm refers to that source for its content and context. ConAm states that the allegations contained in paragraph 380 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 380 of the Complaint.

381. To the extent the allegations contained in paragraph 381 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 381 of the Complaint.

382. ConAm denies the allegations contained in paragraph 382 of the Complaint.

383. To the extent the allegations contained in paragraph 383 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm denies the allegations contained in the first sentence of paragraph 383 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 383 of the Complaint.

384. ConAm denies the allegations contained in paragraph 384 of the Complaint.

385. ConAm denies the allegations contained in the first sentence of paragraph 385 of the Complaint, except admits that RealPage has hosted RealWorld conferences. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second sentence of paragraph 385 of the Complaint.

386. ConAm denies the allegations contained in paragraph 386 of the Complaint, except admits that NMHC is an organization that has hosted events attended by employees of one or more defendants. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 386 of the Complaint.

387. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 387 of the Complaint.

388. ConAm denies the allegations contained in the first sentence of paragraph 388 of the Complaint. To the extent the second sentence of paragraph 388 of the Complaint purports to rely on the NAA website, ConAm refers to that source for its content and context. ConAm is

without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 388 of the Complaint.

389. ConAm denies the allegations contained in paragraph 389 of the Complaint.

390. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 390 of the Complaint, except admits that there are trade associations in the real estate and other industries.

391. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 391 of the Complaint.

392. ConAm states that the allegations contained in paragraph 392 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 392 of the Complaint.

393. ConAm states that the allegations contained in paragraph 393 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 393 of the Complaint.

394. ConAm states that the allegations contained in paragraph 394 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 394 of the Complaint.

395. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 395 of the Complaint.

396. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 396 of the Complaint.

397. To the extent the allegations contained in paragraph 397 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is

otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 397 of the Complaint.

398. ConAm states that the allegations contained in paragraph 398 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 398 of the Complaint, except admits that the Complaint purports to define the SSNIP test.

399. ConAm states that the allegations contained in paragraph 399 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 399 of the Complaint.

400. ConAm denies the allegations contained in paragraph 400 of the Complaint.

401. ConAm denies the allegations contained in paragraph 401 of the Complaint.

402. To the extent the allegations contained in paragraph 402 of the Complaint purport to rely on the U.S. Census Bureau's Current Population Survey, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 402 of the Complaint.

403. ConAm states that the allegations contained in paragraph 403 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 403 of the Complaint.

404. ConAm states that the allegations contained in paragraph 404 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 404 of the Complaint.

405. ConAm denies the allegations contained in the third sentence of paragraph 405 of the Complaint. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 405 of the Complaint.

406. ConAm denies the allegations contained in paragraph 406 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 406 of the Complaint.

407. To the extent the allegations contained in paragraph 407 of the Complaint purport to rely on the 2010 U.S. Census Bureau and Office of Management and Budget, ConAm refers to that source for its content and context. ConAm otherwise denies the allegations contained in paragraph 407 of the Complaint.

408. ConAm states that the allegations contained in paragraph 408 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 408 of the Complaint.

409. ConAm states that the allegations contained in paragraph 409 of the Complaint assert legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 409 of the Complaint.

410. The allegations contained in paragraph 410 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 410 of the Complaint.

411. To the extent the allegations contained in paragraph 411 purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 411 of the Complaint.

412. ConAm denies the allegations contained in paragraph 412 of the Complaint.

413. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 413 of the Complaint.

414. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 414 of the Complaint.

415. ConAm denies the allegations contained in paragraph 415 of the Complaint.

416. The allegations contained in paragraph 416 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 416 of the Complaint.

417. To the extent the allegations contained in paragraph 417 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 417 of the Complaint.

418. ConAm denies the allegations contained in paragraph 418 of the Complaint.

419. ConAm denies the allegations contained in paragraph 419 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants.

420. ConAm denies the allegations contained in paragraph 420 of the Complaint.

421. ConAm denies the allegations contained in paragraph 421 of the Complaint.

422. The allegations contained in paragraph 422 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 422 of the Complaint.

423. To the extent the allegations contained in paragraph 423 purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 423 of the Complaint.

424. ConAm denies the allegations contained in paragraph 424 of the Complaint.

425. ConAm denies the allegations contained in paragraph 425 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants.

426. ConAm denies the allegations contained in paragraph 426 of the Complaint.

427. ConAm denies the allegations contained in paragraph 427 of the Complaint.

428. The allegations contained in paragraph 428 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 428 of the Complaint.

429. To the extent the allegations contained in paragraph 429 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 429 of the Complaint.

430. ConAm denies the allegations contained in paragraph 430 of the Complaint.

431. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 431 of the Complaint.

432. ConAm denies the allegations contained in paragraph 432 of the Complaint.

433. ConAm denies the allegations contained in paragraph 433 of the Complaint.

434. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 434 of the Complaint.

435. The allegations contained in paragraph 435 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 435 of the Complaint.

436. To the extent the allegations contained in paragraph 436 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 436 of the Complaint.

437. ConAm denies the allegations contained in paragraph 437 of the Complaint.

438. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 438 of the Complaint.

439. ConAm denies the allegations contained in paragraph 439 of the Complaint.

440. ConAm denies the allegations contained in paragraph 440 of the Complaint.

441. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 441 of the Complaint.

442. The allegations contained in paragraph 442 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 442 of the Complaint.

443. To the extent the allegations contained in paragraph 443 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 443 of the Complaint.

444. ConAm denies the allegations contained in paragraph 444 of the Complaint.

445. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 445 of the Complaint.

446. ConAm denies the allegations contained in paragraph 446 of the Complaint.

447. ConAm denies the allegations contained in paragraph 447 of the Complaint.

448. The allegations contained in paragraph 448 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 448 of the Complaint.

449. To the extent the allegations contained in paragraph 449 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 449 of the Complaint.

450. ConAm denies the allegations contained in the second sentence of paragraph 450 of the Complaint.

451. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 451 of the Complaint.

452. ConAm denies the allegations contained in paragraph 452 of the Complaint.

453. ConAm denies the allegations contained in paragraph 453 of the Complaint.

454. The allegations contained in paragraph 454 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 454 of the Complaint.

455. To the extent the allegations contained in paragraph 455 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is

otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 455 of the Complaint.

456. ConAm denies the allegations contained in paragraph 456 of the Complaint.

457. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 457 of the Complaint. ConAm denies the remaining allegations contained in paragraph 457 of the Complaint, except admits that ConAm operates in the alleged Dallas submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 457 of the Complaint.

458. ConAm denies the allegations contained in paragraph 458 of the Complaint.

459. ConAm denies the allegations contained in paragraph 459 of the Complaint.

460. The allegations contained in paragraph 460 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 460 of the Complaint.

461. To the extent the allegations contained in paragraph 461 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 461 of the Complaint.

462. ConAm denies the allegations contained in paragraph 462 of the Complaint.

463. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 463 of the Complaint. ConAm denies the remaining allegations contained in paragraph 463 of the Complaint, except admits that it operates in the alleged Denver submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 463 of the Complaint.

464. ConAm denies the allegations contained in paragraph 464 of the Complaint.

465. ConAm denies the allegations contained in paragraph 465 of the Complaint.

466. ConAm denies the allegations contained in paragraph 466 of the Complaint.

467. The allegations contained in paragraph 467 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 467 of the Complaint.

468. To the extent the allegations contained in paragraph 468 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 468 of the Complaint.

469. ConAm denies the allegations contained in paragraph 469 of the Complaint.

470. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 470 of the Complaint.

471. ConAm denies the allegations contained in paragraph 471 of the Complaint.

472. ConAm denies the allegations contained in paragraph 472 of the Complaint.

473. The allegations contained in paragraph 473 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 473 of the Complaint.

474. To the extent the allegations contained in paragraph 474 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 474 of the Complaint.

475. ConAm denies the allegations contained in paragraph 475 of the Complaint.

476. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 476 of the Complaint.

477. ConAm denies the allegations contained in paragraph 477 of the Complaint.

478. ConAm denies the allegations contained in paragraph 478 of the Complaint.

479. The allegations contained in paragraph 479 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 479 of the Complaint.

480. To the extent the allegations contained in paragraph 480 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 480 of the Complaint.

481. ConAm denies the allegations contained in paragraph 481 of the Complaint.

482. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 482 of the Complaint. ConAm denies the remaining allegations contained in paragraph 482 of the Complaint, except admits that it operates in the alleged Jacksonville submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 482 of the Complaint.

483. ConAm denies the allegations contained in paragraph 483 of the Complaint.

484. ConAm denies the allegations contained in paragraph 484 of the Complaint.

485. The allegations contained in paragraph 485 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 485 of the Complaint.

486. To the extent the allegations contained in paragraph 486 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 486 of the Complaint.

487. ConAm denies the allegations contained in paragraph 487 of the Complaint.

488. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 488 of the Complaint. ConAm denies the remaining allegations contained in paragraph 488 of the Complaint, except admits that it operates in the alleged Las Vegas submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 488 of the Complaint.

489. ConAm denies the allegations contained in paragraph 489 of the Complaint.

490. ConAm denies the allegations contained in paragraph 490 of the Complaint.

491. The allegations contained in paragraph 491 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 491 of the Complaint.

492. To the extent the allegations contained in paragraph 492 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 492 of the Complaint.

493. ConAm denies the allegations contained in paragraph 493 of the Complaint.

494. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 494 of the Complaint. ConAm denies the remaining allegations contained in paragraph 494 of the Complaint, except

admits that it operates in the alleged Los Angeles submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 494 of the Complaint.

495. ConAm denies the allegations contained in paragraph 495 of the Complaint.

496. ConAm denies the allegations contained in paragraph 496 of the Complaint.

497. ConAm denies the allegations contained in paragraph 497 of the Complaint.

498. The allegations contained in paragraph 498 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 498 of the Complaint.

499. To the extent the allegations contained in paragraph 499 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 499 of the Complaint.

500. ConAm denies the allegations contained in paragraph 500 of the Complaint.

501. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 501 of the Complaint.

502. ConAm denies the allegations contained in paragraph 502 of the Complaint.

503. ConAm denies the allegations contained in paragraph 503 of the Complaint.

504. The allegations contained in paragraph 504 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 504 of the Complaint.

505. To the extent the allegations contained in paragraph 505 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is

otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 505 of the Complaint.

506. ConAm denies the allegations contained in paragraph 506 of the Complaint.

507. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 507 of the Complaint.

508. ConAm denies the allegations contained in paragraph 508 of the Complaint.

509. ConAm denies the allegations contained in paragraph 509 of the Complaint.

510. The allegations contained in paragraph 510 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 510 of the Complaint.

511. To the extent the allegations contained in paragraph 511 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 511 of the Complaint.

512. ConAm denies the allegations contained in paragraph 512 of the Complaint.

513. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 513 of the Complaint.

514. ConAm denies the allegations contained in paragraph 514 of the Complaint.

515. ConAm denies the allegations contained in paragraph 515 of the Complaint.

516. The allegations contained in paragraph 516 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 516 of the Complaint.

517. To the extent the allegations contained in paragraph 517 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 517 of the Complaint.

518. ConAm denies the allegations contained in paragraph 518 of the Complaint.

519. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 519 of the Complaint.

520. ConAm denies the allegations contained in paragraph 520 of the Complaint.

521. ConAm denies the allegations contained in paragraph 521 of the Complaint.

522. The allegations contained in paragraph 522 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 522 of the Complaint.

523. To the extent the allegations contained in paragraph 523 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 523 of the Complaint.

524. ConAm denies the allegations contained in paragraph 524 of the Complaint.

525. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 525 of the Complaint.

526. ConAm denies the allegations contained in paragraph 526 of the Complaint.

527. ConAm denies the allegations contained in paragraph 527 of the Complaint.

528. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 528 of the Complaint.

529. The allegations contained in paragraph 529 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 529 of the Complaint.

530. To the extent the allegations contained in paragraph 530 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 530 of the Complaint.

531. ConAm denies the allegations contained in paragraph 531 of the Complaint.

532. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 532 of the Complaint. ConAm denies the remaining allegations contained in paragraph 532 of the Complaint, except admits that it operates in the alleged Orlando submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 532 of the Complaint.

533. ConAm denies the allegations contained in paragraph 533 of the Complaint.

534. ConAm denies the allegations contained in paragraph 534 of the Complaint.

535. The allegations contained in paragraph 535 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 535 of the Complaint.

536. To the extent the allegations contained in paragraph 536 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 536 of the Complaint.

537. ConAm denies the allegations contained in paragraph 537 of the Complaint.

538. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 538 of the Complaint.

539. ConAm denies the allegations contained in paragraph 539 of the Complaint.

540. The allegations contained in paragraph 540 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 540 of the Complaint.

541. To the extent the allegations contained in paragraph 541 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 541 of the Complaint.

542. ConAm denies the allegations contained in paragraph 542 of the Complaint.

543. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 543 of the Complaint. ConAm denies the remaining allegations contained in paragraph 543 of the Complaint, except admits that ConAm operates in the alleged Phoenix submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 543 of the Complaint.

544. ConAm denies the allegations contained in paragraph 544 of the Complaint.

545. ConAm denies the allegations contained in paragraph 545 of the Complaint.

546. ConAm denies the allegations contained in paragraph 546 of the Complaint.

547. The allegations contained in paragraph 547 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 547 of the Complaint.

548. To the extent the allegations contained in paragraph 548 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 548 of the Complaint.

549. ConAm denies the allegations contained in paragraph 549 of the Complaint.

550. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 550 of the Complaint.

551. ConAm denies the allegations contained in paragraph 551 of the Complaint.

552. ConAm denies the allegations contained in paragraph 552 of the Complaint.

553. The allegations contained in paragraph 553 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 553 of the Complaint.

554. To the extent the allegations contained in paragraph 554 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 554 of the Complaint.

555. ConAm denies the allegations contained in paragraph 555 of the Complaint.

556. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 556 of the Complaint. ConAm denies the remaining allegations contained in paragraph 556 of the Complaint, except admits that it operates in the alleged Portland submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 556 of the Complaint.

557. ConAm denies the allegations contained in paragraph 557 of the Complaint.

558. ConAm denies the allegations contained in paragraph 558 of the Complaint.

559. ConAm denies the allegations contained in paragraph 559 of the Complaint.

560. The allegations contained in paragraph 560 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 560 of the Complaint.

561. To the extent the allegations contained in paragraph 561 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 561 of the Complaint.

562. ConAm denies the allegations contained in paragraph 562 of the Complaint.

563. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 563 of the Complaint. ConAm denies the remaining allegations contained in paragraph 563 of the Complaint, except admits that it operates in the alleged San Diego submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 563 of the Complaint.

564. ConAm denies the allegations contained in paragraph 564 of the Complaint.

565. ConAm denies the allegations contained in paragraph 565 of the Complaint.

566. ConAm denies the allegations contained in paragraph 566 of the Complaint.

567. The allegations contained in paragraph 567 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 567 of the Complaint.

568. To the extent the allegations contained in paragraph 568 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is

otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 568 of the Complaint.

569. ConAm denies the allegations contained in paragraph 569 of the Complaint.

570. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 570 of the Complaint.

571. ConAm denies the allegations contained in paragraph 571 of the Complaint.

572. ConAm denies the allegations contained in paragraph 572 of the Complaint.

573. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 573 of the Complaint.

574. The allegations contained in paragraph 574 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 574 of the Complaint.

575. To the extent the allegations contained in paragraph 575 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 575 of the Complaint.

576. ConAm denies the allegations contained in paragraph 576 of the Complaint.

577. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 577 of the Complaint. ConAm denies the remaining allegations contained in paragraph 577 of the Complaint, except admits that it operates in the alleged San Jose submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 577 of the Complaint.

578. ConAm denies the allegations contained in paragraph 578 of the Complaint.

579. ConAm denies the allegations contained in paragraph 579 of the Complaint.

580. ConAm denies the allegations contained in paragraph 580 of the Complaint.

581. The allegations contained in paragraph 581 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 581 of the Complaint.

582. To the extent the allegations contained in paragraph 582 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 582 of the Complaint.

583. ConAm denies the allegations contained in paragraph 583 of the Complaint.

584. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 584 of the Complaint. ConAm denies the remaining allegations contained in paragraph 584 of the Complaint, except admits that it operates in the alleged Seattle submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 584 of the Complaint.

585. ConAm denies the allegations contained in paragraph 585 of the Complaint.

586. ConAm denies the allegations contained in paragraph 586 of the Complaint.

587. ConAm denies the allegations contained in paragraph 587 of the Complaint.

588. The allegations contained in paragraph 588 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 588 of the Complaint.

589. To the extent the allegations contained in paragraph 589 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is

otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 589 of the Complaint.

590. ConAm denies the allegations contained in paragraph 590 of the Complaint.

591. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 591 of the Complaint.

592. ConAm denies the allegations contained in paragraph 592 of the Complaint.

593. ConAm denies the allegations contained in paragraph 593 of the Complaint.

594. The allegations contained in paragraph 594 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 594 of the Complaint.

595. To the extent the allegations contained in paragraph 595 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 595 of the Complaint.

596. ConAm denies the allegations contained in paragraph 596 of the Complaint.

597. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 597 of the Complaint. ConAm denies the remaining allegations contained in paragraph 597 of the Complaint, except admits that it operates in the alleged Tampa submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 597 of the Complaint.

598. ConAm denies the allegations contained in paragraph 598 of the Complaint.

599. ConAm denies the allegations contained in paragraph 599 of the Complaint.

600. The allegations contained in paragraph 600 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 600 of the Complaint.

601. To the extent the allegations contained in paragraph 601 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 601 of the Complaint.

602. ConAm denies the allegations contained in paragraph 602 of the Complaint.

603. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 603 of the Complaint. ConAm denies the remaining allegations contained in paragraph 603 of the Complaint, except admits that it operates in the alleged Tucson submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 603 of the Complaint.

604. ConAm denies the allegations contained in paragraph 604 of the Complaint.

605. ConAm denies the allegations contained in paragraph 605 of the Complaint.

606. The allegations contained in paragraph 606 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 606 of the Complaint.

607. To the extent the allegations contained in paragraph 607 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 607 of the Complaint.

608. ConAm denies the allegations contained in paragraph 608 of the Complaint.

609. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 609 of the Complaint.

610. ConAm denies the allegations contained in paragraph 610 of the Complaint.

611. ConAm denies the allegations contained in paragraph 611 of the Complaint.

612. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 612 of the Complaint.

613. The allegations contained in paragraph 613 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 613 of the Complaint.

614. To the extent the allegations contained in paragraph 614 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 614 of the Complaint.

615. ConAm denies the allegations contained in paragraph 615 of the Complaint.

616. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 616 of the Complaint.

617. ConAm denies the allegations contained in paragraph 617 of the Complaint.

618. ConAm denies the allegations contained in paragraph 618 of the Complaint.

619. ConAm denies the allegations contained in paragraph 619 of the Complaint.

620. The allegations contained in the first sentence of paragraph 620 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 620 of the Complaint. To the extent the allegations contained in the second sentence of

paragraph 620 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 620 of the Complaint.

621. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 621 of the Complaint.

622. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 622 of the Complaint.

623. ConAm denies the allegations contained in paragraph 623 of the Complaint.

624. ConAm denies the allegations contained in paragraph 624 of the Complaint.

625. The allegations contained in the first sentence of paragraph 625 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 625 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 625 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 625 of the Complaint.

626. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 626 of the Complaint.

627. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 627 of the Complaint.

628. ConAm denies the allegations contained in paragraph 628 of the Complaint.

629. ConAm denies the allegations contained in paragraph 629 of the Complaint.

630. The allegations contained in the first sentence of paragraph 630 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 630 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 630 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 630 of the Complaint.

631. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 631 of the Complaint.

632. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 632 of the Complaint.

633. ConAm denies the allegations contained in paragraph 633 of the Complaint.

634. ConAm denies the allegations contained in paragraph 634 of the Complaint.

635. The allegations contained in the first sentence of paragraph 635 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 635 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 635 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 635 of the Complaint.

636. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 636 of the Complaint.

637. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 637 of the Complaint.

638. ConAm denies the allegations contained in paragraph 638 of the Complaint.

639. ConAm denies the allegations contained in paragraph 639 of the Complaint.

640. The allegations contained in the first sentence of paragraph 640 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 640 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 640 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 640 of the Complaint.

641. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 641 of the Complaint.

642. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 642 of the Complaint.

643. ConAm denies the allegations contained in paragraph 643 of the Complaint.

644. ConAm denies the allegations contained in paragraph 644 of the Complaint.

645. The allegations contained in the first sentence of paragraph 645 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 645 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 645 of the Complaint purport to rely on RealPage's website, ConAm refers to that source

for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 645 of the Complaint.

646. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 646 of the Complaint.

647. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 647 of the Complaint.

648. ConAm denies the allegations contained in paragraph 648 of the Complaint.

649. ConAm denies the allegations contained in paragraph 649 of the Complaint.

650. The allegations contained in the first sentence of paragraph 650 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 650 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 650 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 650 of the Complaint.

651. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 651 of the Complaint.

652. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 652 of the Complaint. ConAm denies the remaining allegations contained in paragraph 652 of the Complaint, except admits that it operates in the alleged Riverside submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 652 of the Complaint.

653. ConAm denies the allegations contained in paragraph 653 of the Complaint.

654. ConAm denies the allegations contained in paragraph 654 of the Complaint.

655. The allegations contained in the first sentence of paragraph 655 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 655 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 655 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 655 of the Complaint.

656. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 656 of the Complaint.

657. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants contained in paragraph 657 of the Complaint. ConAm denies the remaining allegations contained in paragraph 657 of the Complaint, except admits that it operates in the alleged Sacramento submarket. ConAm denies that Plaintiffs have properly alleged a relevant market in paragraph 657 of the Complaint.

658. ConAm denies the allegations contained in paragraph 658 of the Complaint.

659. ConAm denies the allegations contained in paragraph 659 of the Complaint.

660. The allegations contained in the first sentence of paragraph 660 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 660 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 660 of the Complaint purport to rely on RealPage's website, ConAm refers to that source

for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 660 of the Complaint.

661. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 661 of the Complaint.

662. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 662 of the Complaint.

663. ConAm denies the allegations contained in paragraph 663 of the Complaint.

664. ConAm denies the allegations contained in paragraph 664 of the Complaint.

665. The allegations contained in the first sentence of paragraph 665 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 665 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 665 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 665 of the.

666. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 666 of the Complaint.

667. ConAm denies the allegations contained in paragraph 667 of the Complaint, except is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding other Defendants.

668. ConAm denies the allegations contained in paragraph 668 of the Complaint.

669. ConAm denies the allegations contained in paragraph 669 of the Complaint.

670. The allegations contained in the first sentence of paragraph 670 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 670 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 670 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 670 of the Complaint.

671. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 671 of the Complaint.

672. ConAm denies the allegations contained in paragraph 672 of the Complaint.

673. The allegations contained in the first sentence of paragraph 673 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in the first sentence of paragraph 673 of the Complaint. To the extent the allegations contained in the second sentence of paragraph 673 of the Complaint purport to rely on RealPage's website, ConAm refers to that source for its content and context. ConAm is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 673 of the Complaint.

674. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 674 of the Complaint.

675. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 675 of the Complaint.

676. ConAm denies the allegations contained in paragraph 676 of the Complaint.

677. ConAm denies the allegations contained in paragraph 677 of the Complaint.

678. The allegations contained in paragraph 678 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 678 of the Complaint.

679. The allegations contained in paragraph 679 of the Complaint purport to state legal conclusions and characterizations to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 679 of the Complaint.

680. ConAm denies the allegations contained in paragraph 680 of the Complaint.

681. ConAm admits that the Complaint purports to bring this putative class action on behalf of a putative class described in paragraph 681 of the Complaint. ConAm denies the remaining allegations contained in paragraph 681 of the Complaint, including without limitation that any class may be certified in this action and that Plaintiffs are entitled to any relief.

682. ConAm admits that the Complaint purports to exclude certain persons and entities from the putative class on whose behalf Plaintiffs purport to bring this action in paragraph 682 of the Complaint. ConAm denies the remaining allegations contained in paragraph 682 of the Complaint, including without limitation that the putative class may be certified in this action and that Plaintiffs are entitled to any relief.

683. ConAm denies the allegations contained in paragraph 683 of the Complaint.

684. ConAm states that the allegations contained in paragraph 684 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 684 of the Complaint.

685. ConAm states that the allegations contained in paragraph 685 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 685 of the Complaint.

686. ConAm states that the allegations contained in paragraph 686 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 686 of the Complaint.

687. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 687 of the Complaint.

688. ConAm states that the allegations contained in paragraph 688 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 688 of the Complaint.

689. ConAm states that the allegations contained in paragraph 689 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 689 of the Complaint.

690. ConAm is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 690 of the Complaint.

691. ConAm states that the allegations contained in paragraph 691 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 691 of the Complaint.

692. ConAm states that the allegations contained in paragraph 692 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 692 of the Complaint.

693. ConAm states that the allegations contained in paragraph 693 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 693 of the Complaint.

694. ConAm states that the allegations contained in paragraph 694 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 694 of the Complaint.

695. ConAm admits that the Complaint makes certain allegations, but denies the allegations stated and referenced in paragraph 695 of the Complaint.

696. ConAm denies the allegations contained in paragraph 696 of the Complaint.

697. ConAm denies the allegations contained in paragraph 697 of the Complaint.

698. ConAm states that the allegations contained in paragraph 698 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 698 of the Complaint.

699. ConAm denies the allegations contained in paragraph 699 of the Complaint.

700. ConAm denies the allegations contained in paragraph 700 of the Complaint.

701. ConAm repeats and re-alleges each and every answer to the allegations contained in the preceding paragraphs with the same force and effect as if fully set forth here.

702. ConAm states that the allegations contained in paragraph 702 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 702 of the Complaint.

703. ConAm states that the allegations contained in paragraph 703 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 703 of the Complaint.

704. ConAm states that the allegations contained in paragraph 704 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 704 of the Complaint.

705. ConAm states that the allegations contained in paragraph 705 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 705 of the Complaint.

706. ConAm states that the allegations contained in paragraph 706 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 706 of the Complaint.

707. ConAm denies the allegations contained in paragraph 707 of the Complaint.

708. ConAm repeats and re-alleges each and every answer to the allegations contained in the preceding paragraphs with the same force and effect as if fully set forth here.

709. ConAm states that the allegations contained in paragraph 709 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 709 of the Complaint.

710. ConAm states that the allegations contained in paragraph 710 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 710 of the Complaint.

711. ConAm states that the allegations contained in paragraph 711 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 711 of the Complaint.

712. ConAm states that the allegations contained in paragraph 712 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 712 of the Complaint.

713. ConAm admits that Plaintiffs purport to seek certain damages, but denies that Plaintiffs are entitled to any damages or other relief whatsoever contained in paragraph 713 of the Complaint.

714. ConAm states that the allegations contained in paragraph 714 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 714 of the Complaint.

715. ConAm states that the allegations contained in paragraph 715 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 715 of the Complaint.

716. ConAm states that the allegations contained in paragraph 716 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 716 of the Complaint.

717. ConAm states that the allegations contained in paragraph 717 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 717 of the Complaint.

718. ConAm states that the allegations contained in paragraph 718 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 718 of the Complaint.

719. ConAm states that the allegations contained in paragraph 719 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 719 of the Complaint.

720. ConAm states that the allegations contained in paragraph 720 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 720 of the Complaint.

721. ConAm states that the allegations contained in paragraph 721 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 721 of the Complaint.

722. ConAm states that the allegations contained in paragraph 722 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 722 of the Complaint.

723. ConAm states that the allegations contained in paragraph 723 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 723 of the Complaint.

724. ConAm states that the allegations contained in paragraph 724 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 724 of the Complaint.

725. ConAm states that the allegations contained in paragraph 725 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 725 of the Complaint.

726. ConAm states that the allegations contained in paragraph 726 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 726 of the Complaint.

727. ConAm states that the allegations contained in paragraph 727 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 727 of the Complaint.

728. ConAm states that the allegations contained in paragraph 728 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 728 of the Complaint.

729. ConAm states that the allegations contained in paragraph 729 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 729 of the Complaint.

730. ConAm states that the allegations contained in paragraph 730 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 730 of the Complaint.

731. ConAm states that the allegations contained in paragraph 731 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 731 of the Complaint.

732. ConAm states that the allegations contained in paragraph 732 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 732 of the Complaint.

733. ConAm states that the allegations contained in paragraph 733 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 733 of the Complaint.

734. ConAm states that the allegations contained in paragraph 734 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 734 of the Complaint.

735. ConAm states that the allegations contained in paragraph 735 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 735 of the Complaint.

736. ConAm states that the allegations contained in paragraph 736 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 736 of the Complaint.

737. ConAm states that the allegations contained in paragraph 737 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 737 of the Complaint.

738. ConAm states that the allegations contained in paragraph 738 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 738 of the Complaint.

739. ConAm states that the allegations contained in paragraph 739 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 739 of the Complaint.

740. ConAm states that the allegations contained in paragraph 740 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 740 of the Complaint.

741. ConAm states that the allegations contained in paragraph 741 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 741 of the Complaint.

742. ConAm states that the allegations contained in paragraph 742 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 742 of the Complaint.

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744. ConAm states that the allegations contained in paragraph 744 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 744 of the Complaint.

745. ConAm states that the allegations contained in paragraph 745 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 745 of the Complaint.

746. ConAm states that the allegations contained in paragraph 746 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 746 of the Complaint.

747. ConAm states that the allegations contained in paragraph 747 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 747 of the Complaint.

748. ConAm states that the allegations contained in paragraph 748 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 748 of the Complaint.

749. ConAm states that the allegations contained in paragraph 749 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 749 of the Complaint.

750. ConAm states that the allegations contained in paragraph 750 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 750 of the Complaint.

751. ConAm states that the allegations contained in paragraph 751 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 751 of the Complaint.

752. ConAm states that the allegations contained in paragraph 752 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 752 of the Complaint.

753. ConAm states that the allegations contained in paragraph 753 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 753 of the Complaint.

754. ConAm states that the allegations contained in paragraph 754 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 754 of the Complaint.

755. ConAm states that the allegations contained in paragraph 755 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 755 of the Complaint.

756. ConAm states that the allegations contained in paragraph 756 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 756 of the Complaint.

757. ConAm states that the allegations contained in paragraph 757 of the Complaint purport to state legal conclusions to which no response is required. To the extent a response is required, ConAm denies the allegations contained in paragraph 757 of the Complaint.

ConAm denies each and every allegation not specifically admitted above. ConAm denies that Plaintiffs are entitled to the relief requested.

RESPONSE TO PLAINTIFFS' PRAYER FOR RELIEF

ConAm denies any and all allegations contained in Plaintiffs' prayer for relief in paragraphs A through E, denies that Plaintiffs are entitled to any relief whatsoever, and requests that Plaintiffs take nothing in this suit and that this matter be dismissed with prejudice, with costs and fees awarded to ConAm.

Furthermore, ConAm may be awarded attorneys' fees and costs against certain putative class members under applicable lease agreements.

RESPONSE TO PLAINTIFFS' JURY TRIAL DEMANDED

ConAm admits that Plaintiffs demand a trial by jury for all of the issues pled that are so triable. However, such a trial is unnecessary as Plaintiffs' claims should be dismissed as a matter of law. In addition, ConAm denies that Plaintiffs are entitled to a trial by jury to the extent a

contractual agreement to arbitrate, to waive a jury trial, or to waive a class action entered into by Plaintiffs or any purported class member precludes such trial by jury.

ConAm avers that Plaintiff Barry-Amar Hoover has waived their right to a jury trial in their lease agreements for housing at the Florida Club at Deerwood. ConAm has at all times enforced and will continue to enforce these and any other applicable jury trial waivers by other Plaintiffs, and ConAm specifically denies that Plaintiff Barry-Amar Hoover is entitled to a trial by jury with respect to the claims set forth in the Complaint.

* * *

AFFIRMATIVE AND OTHER DEFENSES

Without assuming any burden of proof or persuasion it would not otherwise bear, ConAm asserts the following affirmative and other defenses. ConAm reserves the right to assert further and amended defenses as the case proceeds, including any defense asserted by any other defendant. To the extent necessary, ConAm alleges Plaintiffs' claims are barred because the acts Plaintiffs allege ConAm undertook in furtherance of the alleged conspiracy were in ConAm's unilateral business interest.

FIRST DEFENSE

1. Plaintiffs' and putative class members' claims are barred, in whole or in part, because the Complaint fails to state facts upon which relief can be granted.

SECOND DEFENSE

2. Plaintiffs' and putative class members' claims are barred, in whole or in part, by the applicable statutes of limitations. To the extent Plaintiffs and putative class members seek to bring claims outside the applicable statutes of limitations, the Complaint is time-barred.

THIRD DEFENSE

3. Plaintiffs' and putative class members' claims are barred, in whole or in part, because Plaintiffs and putative class members have not suffered any injury in fact or any injury cognizable under the antitrust laws that govern their claims.

FOURTH DEFENSE

4. Plaintiffs' and putative class members' claims are barred, in whole or in part, because Plaintiffs and putative class members lack standing, including antitrust standing and/or injury, to assert their claims.

FIFTH DEFENSE

5. Plaintiffs' and putative class members' claims are barred, in whole or in part, because Plaintiffs cannot satisfy the prerequisites set forth in Rules 23(a), 23(b)(2), and/or 23(b)(3) of the Federal Rules of Civil Procedure to maintain this action as a class action.

SIXTH DEFENSE

6. Plaintiffs' and putative class members' claims are barred, in whole or in part, under *Illinois Brick v. Illinois*, 431 U.S. 720 (1977) and related doctrines.

SEVENTH DEFENSE

7. Plaintiffs' and putative class members' claims are barred, in whole or in part, because Plaintiffs failed to exercise reasonable care to mitigate any damages they may have suffered. To the extent Plaintiffs and putative class members allege that they paid prices above competitive levels, Plaintiffs and putative class members had an obligation to mitigate their damages by seeking other sources of supply, including from other property managers or owners. Plaintiffs' and putative class members' failure to exercise reasonable care to mitigate damages was

the complete or partial cause of any damages Plaintiffs and putative class members may have suffered.

EIGHTH DEFENSE

8. Plaintiffs' and putative class members' claims are barred, in whole or in part, because any alleged injuries and damages either were not legally or proximately caused by any acts or omissions by ConAm or were caused, if at all, solely and proximately by Plaintiffs' and putative class members' conduct or by the conduct of third parties including, without limitation, the prior, intervening, or superseding conduct of Plaintiffs, putative class members, or such third parties.

NINTH DEFENSE

9. Plaintiffs' and putative class members' claims are barred, in whole or in part, by the doctrine of waiver or estoppel.

TENTH DEFENSE

10. Plaintiffs' and putative class members' claims are barred by the equitable doctrine of laches.

ELEVENTH DEFENSE

11. Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying the same, if any conduct is deemed to have been unlawful, Plaintiffs' and putative class members' claims are barred, in whole or in part, by the doctrine of unclean hands and/or *in pari delicto*.

TWELFTH DEFENSE

12. Plaintiffs' and putative class members' claims are barred, in whole or in part, due to their ratification of, and consent to, the alleged conduct of ConAm.

THIRTEENTH DEFENSE

13. Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent Plaintiffs and/or putative class members entered into an agreement that requires arbitration of the claims at issue, requires suit in a different forum, precludes a jury trial, or precludes a class or other representative proceeding.

FOURTEENTH DEFENSE

14. Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying the same, Plaintiffs' and putative class members' claims are barred, in whole or in part, by non-settling Defendants' right to set off any amounts paid to Plaintiffs and putative class members by any Defendants who have settled, or do settle, Plaintiffs' and putative class members' claims against them in this action.

FIFTEENTH DEFENSE

15. Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying the same, Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent that Plaintiffs and putative class members entered into contracts that do not include any purported overcharge.

SIXTEENTH DEFENSE

16. Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent they seek improper multiple damage awards, and damage awards duplicative of those sought in other actions, in violation of the Due Process guarantees of the Fifth and Fourteenth Amendments of the United States Constitution and of the Eighth Amendment of the United States Constitution.

SEVENTEENTH DEFENSE

17. Plaintiffs' and putative class members' claims are barred, in whole or in part, by the Plaintiffs' and putative class members' knowing acquiescence to the restraints of trade alleged in the Complaint.

EIGHTEENTH DEFENSE

18. Upon information and belief, Plaintiffs' and putative class members' claims are barred, in whole or in part, by Defendants' right to set off any amount paid to Plaintiffs and putative class members by damages attributable to Plaintiffs' and putative class members' conduct to the extent Plaintiffs and putative class members unlawfully shared information found to be competitively sensitive regarding their rental lease agreements or potential alternative rental lease agreements.

NINETEENTH DEFENSE

19. Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying the same, Plaintiffs' and putative class members' damages, if any, are barred in whole or in part by Plaintiffs' and putative class members' voluntary payment to one or more Defendants made under a claim of right to the payment and with knowledge of the relevant facts at issue.

TWENTIETH DEFENSE

20. Some or all of Plaintiffs' and putative class members' state-law claims cannot be brought against ConAm for a lack of jurisdiction. For instance, the laws of the states cited in Count II of the Complaint are not intended to, and do not, apply to conduct occurring outside of those states, and the Complaint does not include any Plaintiff from the States of Alaska, Arizona, District of Columbia, Hawaii, Idaho, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan,

Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Utah, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming.

TWENTY-FIRST DEFENSE

21. Many of the state laws allegedly giving rise to Plaintiffs' and putative class members' claims do not apply because the alleged conduct did not occur within or substantially affect the citizens or commerce of the respective states, or because ConAm had no specific intent to impact the commerce of those states. As a result, the application of those state laws to ConAm's conduct would violate the Due Process Clauses and Commerce Clause of the U.S. Constitution, the principle of federalism, and the constitutions and laws of the respective states at issue.

TWENTY-SECOND DEFENSE

22. To the extent that the Complaint purports to assert claims or obtain relief on behalf of multifamily renters located outside of the jurisdictions governed by those laws, those claims are barred as improper assertions of extraterritorial jurisdiction and any effort to enforce those laws as to residents of other states would violate the Due Process Clause and the Commerce Clause of the U.S. Constitution and various state laws and constitutions.

TWENTY-THIRD DEFENSE

23. Plaintiffs' and putative class members' claims are barred due to lack of subject matter jurisdiction as to the alleged relevant markets or submarkets in which no named Plaintiff suffered any injury because no named Plaintiff rented a residential multifamily unit in the alleged relevant markets or submarkets.

TWENTY-FOURTH DEFENSE

24. Some or all of Plaintiffs' and putative class members' state-law claims are barred, in whole or in part, to the extent Plaintiffs and putative class members seek damages under state laws that do not permit recovery of damages by private plaintiffs, including, without limitation, any claims brought under the laws of Georgia or Pennsylvania.

TWENTY-FIFTH DEFENSE

25. Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent that Plaintiffs and putative class members failed to comply with the notice requirements under the state laws that require such notice.

TWENTY-SIXTH DEFENSE

26. To the extent that the rate paid for a multifamily residential rental unit by any Plaintiff or putative class member was subject to or influenced by rates filed with any applicable federal, state, or local regulator, whether under rent-control laws or otherwise, Plaintiffs' and putative class members claims are barred by the immunities and exemptions conferred by the filed rate doctrine.

TWENTY-SEVENTH DEFENSE

27. Some or all of Plaintiffs' and putative class members' claims are barred, in whole or in part, because all of ConAm's conduct challenged by Plaintiffs and putative class members was lawful, fair, non-deceptive, expressly authorized by law, justified, and pro-competitive; it constituted a bona fide business practice consistent with industry practices and was carried out in furtherance of legitimate business interests; and it was an essential part of ConAm's lawful business operations.

TWENTY-EIGHTH DEFENSE

28. Some or all of the respective state-law claims at issue cannot be, and were not intended to be, applied in the class-action context.

TWENTY-NINTH DEFENSE

29. Some or all of Plaintiffs' and putative class members' claims are subject to a jury trial waiver barring such Plaintiffs and putative class members from a jury trial in this and related litigation.

THIRTIETH DEFENSE

30. Certain members of the proposed class are required to resolve disputes in accordance with pre-filing dispute resolution procedures under applicable lease agreements.

THIRTY-FIRST DEFENSE

31. Plaintiffs' and putative class members' claims are barred, in whole or in part, to the extent Plaintiffs and putative class members seek to impose liability on ConAm based on the exercise of any person or entity's right to petition federal, state, and local government bodies, including through public statements, because that conduct was immune under the *Noerr-Pennington* doctrine and privileged under the First Amendment to the U.S. Constitution.

THIRTY-SECOND DEFENSE

32. ConAm adopts and incorporates by reference any and all other defenses asserted by any other Defendant to the extent that the defense would apply to ConAm.

RESERVATION OF DEFENSES

ConAm reserves the right to raise any additional defenses, cross-claims, and third-party claims not asserted herein of which it becomes aware through discovery or other investigation, as may be appropriate at a later time, up to and including the time of trial.

Dated: February 5, 2024

/s/ Benjamin R. Nagin

Benjamin R. Nagin (admitted *pro hac vice*)

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New York, NY 10019

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*Counsel for Defendant ConAm Management
Corporation*

CERTIFICATE OF SERVICE

I hereby certify that on February 5, 2024, I caused the foregoing document to be filed electronically with the Clerk of Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system.

Dated: February 5, 2024

/s/ Benjamin R. Nagin
Benjamin R. Nagin